

Exhibit II

DISTRIBUTOR AGREEMENT

This Agreement is made and entered into this 4/18/02, by between MultiMedia Dental Systems, Inc., a Georgia corporation (hereinafter the "Company") and, a corporation currently operating a business, Synca. (Hereinafter the "Distributor").

WHEREAS, the Company develops, sells and supports computer software applications and;

WHEREAS, the Company and Distributor wish to enter into an AGREEMENT which permits Distributor to offer **Mediadent Imaging Software, the Mediadent SDX Digital Xray Sensor and Mediadent pan oral systems** (hereinafter the "Product"), owned by Company, pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual agreements hereinafter set forth, the parties hereto agree as follows:

1. Services: Under the terms of and subject to the conditions of this Agreement, the Company hereby authorizes Distributor to sell Mediadent Imaging Software. At no time will Distributor allow the use of the product in any manner which may permit the use of Product beyond the walls of a single building or allow the use of the Product where it may be viewed or used on the Internet or where Product may be further duplicated for any purpose including resale. Distributor agrees not to sell, market, distribute or otherwise make the product available outside their assigned territory.
2. Term: The term of the Agreement shall be for a period of one (1) year from the date hereof. The agreement will be automatically renewed for further 1-year periods unless terminated earlier in accordance with Paragraph 9. It is anticipated that the Distributor will phase out the relationship with Dexis over time and will not offer any products that compete with Product.
3. Pricing: Distributor discount is per Schedule A attached. Distributor pricing will be as outlined in periodic price lists. Prices are subject to change with 30 days notice. The Distributor shall maintain books and records which are adequate to clearly ascertain the quantity of Product sold and such records shall be open to the inspection of Company during normal business hours upon prior notice. Support and upgrades in year 1 is mandatory and distributor cost is 20% of distributor price list.
4. Protection of Confidential Information: During the term of this Agreement and forever thereafter, Distributor agrees that they and their employees or agents shall not directly or indirectly use, sell or disclose to any person or entity any trade secrets, secret processes or other proprietary information provided to the Distributor by the Company or hereafter developed by the Company, which in any manner relates to the Product offered by the Company without the written consent of the Company. As used herein, the term "trade secrets, secret processes or other proprietary information" shall include, without limitation, the whole or any portion of any manuals, handbooks, sales aids, market information, current and prospective customer lists, information regarding customer requirements, diagrams, videos, overheads, planning guides, or any other information concerning the business, finance, property or affairs of the Company including computer software programs which are of value to the Company or is otherwise understood to be of a confidential character and which has not otherwise become a matter or general public knowledge.
5. Proprietary Rights: Attribution Marks: Marks on the software, packaging and related materials may not be moved or adjusted. MultiMedia Dental Systems, Inc. must pre-approve any advertisements, promotional literature, product sheets or other written information. Distributor agrees that the name Mediadent is the sole property of the Company and agrees to make no claims or attempts to use the name outside the intent of this agreement. Decompilation: Mediadent software may contain copyrighted material, trade secrets and other proprietary material that is owned by the Company or it's third party licensors. Distributor agrees not to decompile, reverse engineer, disassemble or otherwise reduce the software to human-readable form. Distributor may not modify, rent, lease, loan, distribute, translate or create derivative works based on the Mediadent software.

6. Warranty: Limited Warranty -- the Company warrants that it has the proper agreements and/or licenses to provide the software and that the Company may grant the right to distribute the software as contained herein. The Company nor any of its licensors make any warranties, express or implied, statutory or otherwise, and specifically disclaim any implied warranties of merchantability and fitness for a particular purpose. Limitations of Liability: neither the Company nor Distributor shall be liable to the other party for indirect, incidental, special, consequential or exemplary damages from or related to this agreement, including but not limited to lost profits, lost business or interruption or loss of business information, even if such party has been advised of the possibility of such damages; except that such exclusion does not apply to Distributor for: (A) misrepresenting or fraudulently representing Mediadent to any customer; (B) any intentional or grossly negligent action resulting in damages to the Company, regardless of the form of any action, the Companies aggregate liability to the Distributor for actual damages arising from or related to this agreement shall be the refund of payment for the specific product involved in the cause of action.
7. Enforcement: Distributor understands and acknowledges that a breach of any provision or covenant contained in this Agreement would cause the Company irreparable harm and injury. It is, therefore, the desire and intent of the parties to this Agreement that the terms and provisions hereof be enforced to the fullest extent permissible under the law and public policy of any jurisdiction in which enforcement is sought. If any portion of this Agreement shall be adjudicated to be invalid or unenforceable, this Agreement shall be deemed amended to delete such portion here from or reform to the extent necessary to render this Agreement valid and enforceable, with such deletion or reformation to apply only with respect to the operation of this Agreement in the particular jurisdiction in which such adjudication is made.
8. Termination. Either party may terminate this agreement if the other party breaches this agreement and fails to cure the breach within 30 days of receipt of the notice, provided that the notice has specified the nature of the breach. Termination will take effect at the expiry of the 30 day period in this event. The Company may terminate the contract with 60 days notice in the event of a sale or substantial (40% or more) change of ownership. Termination to take effect at the expiry of 30 day period in this event.

The company may terminate the contract if the Distributor fails to order 200 software packages within a reasonable period. A reasonable period will be determined by the distributor's ability to sell product in Canada proportionally to US market sales (US domestic sales x 5%). All funds due either party are due and payable on the termination/expiration date. No offsets or adjustments may be included in final billing.
9. Exclusivity. During the Term, Distributor will not enter into an agreement with any person, firm, company, organisation, association or other entity to sell a multi-media product or digital x-ray that competes with the Product. Existing relationships with Dexis and Orex are not part of this agreement. Distributor shall have exclusive rights to distribute the Companies products in Canada and its territories. All Canadian orders will be referred to distributor.

10. Additional Remedies: Upon breach or threatened breach of this Agreement by Distributor, the Company shall be entitled to injunctive and other legal and equitable relief in addition to the remedies provided in paragraph 5 hereto and any other remedies to which the Company may be entitled either at law or in equity.
11. Relationship: Nothing in this Agreement shall be construed as establishing an employer-employee or principal-agent relationship between the parties. Distributor is being appointed by the Company only for the purposes and to the extent set forth in this Agreement and Distributor's relationship with the Company shall be that of an independent contractor. Distributor shall be free to devote time and attention to such other business activities, as Distributor deems appropriate. This agreement does not prohibit the development of additional relationships between the parties, should the parties choose to do so in the future.
12. Binding Effect: This Agreement inures to the benefit of and be binding upon the successors and assigns and heirs and representatives, if applicable, of the parties hereto.
13. Governing law: This Agreement shall be governed by, interpreted and enforced in accordance with the laws of the State of Georgia, United States of America.
14. Dispute Resolution: The parties agree that in the event of a dispute involving any aspect of this agreement, with the exception of injunctive relief sought by either party, that the matter shall be submitted to arbitration before an arbitrator agreed upon between the parties, or, if the parties cannot agree upon an arbitrator, within thirty (30) days, to an arbitrator assigned by the American Arbitration Association located in Atlanta, Georgia. The parties further understand and agree that arbitration shall be conducted under the prevailing rules of the American Arbitration Association and that the award of the arbitrator shall be binding and may be entered as a judgment in any court or tribunal of any competent jurisdiction anywhere in the world. In this regard, if either party invokes this provision of the agreement, the parties expressly agree that time is of the essence and that the matter will be submitted to arbitration within ninety (90) days of notification of the dispute and that the arbitrator may award attorneys fees and costs as part of any award. Furthermore, the parties agree to resolve the matter as expeditiously as possible and will fully cooperate with each other in any respect necessary to enforce this provision.

The parties agree that in the event injunctive relief is sought, that such action will be commenced only and solely in the United States District Court for the Northern District of Georgia, Atlanta Division and the parties voluntarily submit to the jurisdiction and venue of the Court, without reservation

15. Notice: Any notice hereunder to the parties hereto shall be in writing and shall be sufficient in all respects if personally delivered or mailed by registered or certified United States mail, postage prepaid, and addressed to such party at the address shown below, or such other address as such party may, by written notice received by the other to this Agreement, have designated as the address of such party for such purposes:

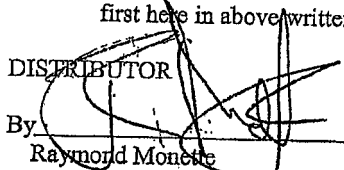
Company: MultiMedia Dental Systems, Inc.
1302 Macy Dr.
Roswell, GA. 30076

Distributor: Synca-Direct
337 Marion
Le Gardeur, Quebec J5Z 4W8

16. Package Protection. Company will provide to Distributor, at the time of purchase, a copyright protection device for Product included in Package. Such copyright protection will be in the form of a copyright protection device known in the industry as a Hardlock or Dongle. A Hardlock or Dongle only authorises the use of Product by one server in one physical location. Software is not to be used by other locations by any means whatever.
17. Demonstration Software: Company will provide demonstration Product to Distributor at the cost of the protection device. Distributor agrees to limit the distribution of Product for demonstration purposes to only individuals or organisations duly authorized by Distributor to present Package in the market place.
18. Entire Agreement. This Agreement constitutes the whole agreement between the parties hereto and there are no terms other than those contained herein. This Agreement supersedes any prior contract or understanding relating to the services rendered by Distributor to the Company. No variation hereof shall be deemed valid unless in writing and signed by the parties hereto.
19. Gender. The gender of all words used herein shall include both the masculine and feminine, dependent upon the context.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day first here in above written.

DISTRIBUTOR

By: 
Raymond Monette

Title: President

April 3rd, 2002

MultiMedia Dental Systems, Inc.

By: 

Title: President

AGREEMENT

Synca AND MultiMedia Dental Systems, Inc.

ATTACHMENT A

The Distributor cost (subject to paragraph 3) will be as listed below (exclusive of any "Special Pricing Promotions") then being offered, on each Licence.

DESCRIPTION	1-4	5+
Mediadent Complete Software (All Modules) (Multiuser)	2995.00	
Mediadent Digital Xray/Video Software	1995.00	
Mediadent upgrade from above to include cosmetic imaging	1500.00	
Mediadent Cosmetic Imaging/with video software	1495.00	
Mediadent USB Interface Box (one per operator)	750.00	
SDX Sensor #2 (with holder set)	4545.00	4200.00
SDX Sensor #1 (with holder set)	4220.00	3900.00
SDX Sensor #0 (with holder set)	3570.00	3300.00
Rinn Holder Sets	120.00	
1 st year software support and upgrades	200.00	

Extended warranties on sensors:

Year 1: included

Year 2: \$250 per sensor

Year 3: \$750 per sensor

Year 4: \$1,000 per sensor


Extended warranties must be sold at time of sale.

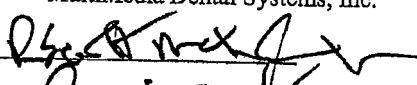
Credit terms are 2% discount on shipment. Funds to be remitted via bank wire transfer.

The Company will provide end user support until such time as the Distributor is certified by the Company as being competent to handle support. Distributor recognizes that the good name of the Company and its product is dependent on customer service. Distributor is to be certified at the commencement of agreement. Certification will be verified periodically as the Company feels necessary and may be withdrawn if it is deemed that the end users are not being adequately serviced and supported.

IN WITNESS WHEREOF,
Agreement as of the date indicated above.

the parties hereto have executed this modification to the

Distributor 
By _____
Title: PREPARE

MultiMedia Dental Systems, Inc.
By 
Title: President